

EXHIBIT D:

WILLIAM MICHAEL
MEBANE'S

DEPOSITION
EXCERPTS

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION**

CASE NO. C-1-01-641

Q & R ASSOCIATES, INC.,

Plaintiff,

vs.

DEPOSITION

UNIFI, INC., et al,

Defendant.

COPY

WITNESS: WILLIAM MICHAEL MEBANE

**TAKEN AT THE LAW OFFICES OF:
CARRUTHERS & ROTH, P.A.
235 North Edgeworth Street
Greensboro, NC 27401**

**DATE: 02-24-04
TIME: 08:57 A.M.**

**REPORTER: DALE L. RING
CHAPLIN & ASSOCIATES, INC.**

CHARLOTTE (704) 335-1954 TRIAD (336) 992-1954 RALEIGH (919) 807-1954

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1 A. I remember telling Mr. Quinn that if
2 there was, you know, any circumstance around a
3 change of control, that just as I had done for our
4 employee, Gene Kelly, I would also do for them.

5 And so I -- I do not recall,
6 specifically, making that request to Delaney or
7 Smith.

8 Q. Okay. When did you tell Mr. Quinn that?

9 A. It would have been either during or
10 right after our conversations in Miami.

11 Q. The agreement that you had reached in
12 Miami, did you ever refer to that as a North
13 Carolina agreement?

14 A. Very possibly, I could have. I do
15 not -- maybe, I -- I think I put that into my --
16 my previous statements, and that would be
17 something that I would -- would have said, so
18 yeah, I probably did say that.

19 Q. Is that a phrase you use, a North
20 Carolina agreement?

21 A. I mean, no often, but it -- it would not
22 be out of character.

23 Q. But what did it mean to you when you
24 said it?

25 A. That we had agreed upon all of the

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1 significant terms and conditions of Q & R
2 representing Unifi. And that we stood up, left
3 that meeting shaking hands, and so I was agreeing
4 to do what I said I would do. And I was expecting
5 them to do what they said they would do.

6 And at that time, I thought we had an
7 agreement.

8 Q. As you sit here, today, do you think
9 that you had an agreement then?

10 A. At that time, I did. It was not until
11 later, when I received a message back from
12 Mr. Quinn on two pretty substantive points that
13 indicated to me that he didn't feel like we had an
14 agreement, even though we had agreed upon those
15 same points together, in person.

16 Q. Do you recall signing an affidavit in
17 this case?

18 A. I do.

19 (PLAINTIFF'S EXHIBIT
20 NUMBER 25 WAS MARKED
21 FOR IDENTIFICATION)

22 Q. I hand you Exhibit 25. I'll just ask
23 you if this is that affidavit that you signed?
24 (Witness examined document)

25 A. Yes, it appears to be.

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1 Q. And it's got the date there of
2 March 27th. Is that the date of the meeting in
3 Miami that we were talking about this morning?

4 A. I believe it was.

5 Q. Paragraph 14 talks about the North
6 Carolina agreement.

7 A. Okay.

8 Q. It says there that, "After I thought we
9 had reached an agreement, I stated that UTF and
10 Q & R had reached a 'North Carolina agreement' on
11 the terms, as I had stated them, and shook hands
12 with Mr. Quinn and Mr. Ranz on the verbal
13 agreement." Was there a verbal agreement that
14 day?

15 A. I believed that there was.

16 Q. Okay. You're saying that -- did you say
17 that in the past tense, I believed? I was just --
18 I may not have heard you correctly.

19 A. Yes. I said I believed there was.

20 Q. Okay.

21 A. I mean, I'm not an attorney ---

22 Q. Understood.

23 A. --- to understand if a point -- a
24 contract exists or not, but at this point, we had
25 agreed on all the substantive terms of them